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Duplicate

\*\*\*\*\* AGREEMENT \*\*\*\*\*

## Between

TOWNSHIP OF ABERDEEN,  
MONMOUTH COUNTY, NEW JERSEY

and

LIBRARY  
Institute of Management and  
Labor Relations

JUN 26 1981

TEAMSTERS UNION, RUTGERS UNIVERSITY

LOCAL NO. 11

Mr. 6 2 42 Mar. 61

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THIS AGREEMENT made and entered into as of the 1st day of January, 1981 between ABERDEEN TOWNSHIP, a municipal corporation, hereinafter referred to as the "EMPLOYER" and LOCAL NO. 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, located at 6-7 Village Square East, Botany Village, Clifton, New Jersey, hereinafter referred to as the "UNION."

WITNESSETH:

WHEREAS, the Union has presented proof that it represents the Aberdeen Township Road Department, CETA and Buildings & Grounds employees, excluding Supervisory, Office and Clerical employees; and

WHEREAS, the Aberdeen Township Road Department, CETA, and Building & Grounds employees by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Aberdeen Township Department of Public Works, CETA and Buildings & Grounds employees, excluding Supervisory, Office and Clerical employees of Aberdeen Township, New Jersey;

NOW THEREFORE, it is mutually agreed between the parties hereto, that the following agreement shall become effective January 1, 1981:

ARTICLE 1

RECOGNITION

1. The Aberdeen Township Road, Water, Parks and Recreation Department, CETA, and Buildings & Grounds employees hereby recognize the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Aberdeen Township Road, Water, Parks and Recreation Department, CETA and

Buildings & Grounds employees, excluding Supervisory, Office and Clerical employees of Aberdeen Township, New Jersey, in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

2. The bargaining unit shall consist of all Aberdeen Township Road, Water, Parks and Recreation Department, CETA and Buildings & Grounds employees, excluding Supervisory, Office and Clerical employees of Aberdeen Township, New Jersey.

3. Wherever used herein the term "employees" shall mean and be construed only as referring to the Aberdeen Township Road, Water, Parks and Recreation Department, CETA and Buildings & Grounds employees covered by this Agreement.

## ARTICLE 2

### UNION SECURITY

1. The Employer agrees it will give effect to the following form of Union Security:

A. All present employees who are members of the Local Union on the effective date of this Agreement may remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

B. It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

## ARTICLE 3

### CHECK-OFF OF UNION FEES

#### 1. Union Dues:

A. The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

B. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

#### 2. Representation Fee:

A. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the

employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Employer, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. (1) Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(2) The Employer will deduct the representation fee in installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Employer; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position,

unless the employee previously served in a bargaining unit position,

and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

- (3) If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. The Township, however, will assume no liability for administrative oversight or errors or insufficient paycheck funds.
- (4) Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- (5) The Union will notify the Employer, in writing, of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

(a) The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.

(6) On or about the last day of each month, beginning with the month this agreement becomes effective, the Employer will submit to the Union, a list of all employees who begin their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

(7) Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

## ARTICLE 4

### PROBATIONARY PERIOD

1. The probationary period shall conform to the N.J.S.A. 11:22-6
2. During the aforementioned probationary period the Employer may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

## ARTICLE 5

### HOURS OF WORK & OVERTIME

1. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each.
2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and compensated for at one and one-half (1½) times the regular hourly rate of pay.
3. Employees shall be paid at the rate of time and one-half (1½) for work performed for the first eight (8) hours on Saturday and double time (2X) for all hours in excess of eight (8) hours.
4. Employees shall be paid at the rate of double (2X) time for work performed on Sunday.
5. Employees called to work prior to the start of their normal shift, shall be paid the overtime rate for any such time worked, provided that the employee completes his regular eight (8) hours for that day.

6. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, snow removal and ice control.

7. In the event an employee reports for work without having been previously notified that/<sup>there</sup> is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay.

8. Overtime shall be distributed as equally as practical among the employees within the department qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

9. The working shift shall be 7:00 a.m. to 3:30 p.m. One-half ( $\frac{1}{2}$ ) hour will be afforded each employee for lunch.

10. In the event an employee is called back to work after the conclusion of his normal work shift, the employees will be entitled to a minimum of four (4) hours pay at the overtime rate that is applicable.

#### ARTICLE 6

#### SENIORITY

1. The employer shall establish and maintain a seniority list of employees' names and dates of employment from the date of last hire in a system wide basis, with the employee with the longest length of continuous and uninterrupted system wide service to be placed at the top of said seniority list. The name of all employees with the shorter length of continuous service shall follow the same senior employee, in order, until the name of the employee with the shortest length of service appears at the

foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

2. New employees retained beyond the probationary period shall be considered permanent employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List." Such seniority list shall be kept up to date with additions and subtractions as required.

3. The above shall conform to Civil Service procedures.

#### ARTICLE 7

##### FORCE REDUCTION

1. The Employer agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this agreement.

2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

3. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

4. The above shall conform to Civil Service procedures.

#### ARTICLE 8

##### JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

1. Job vacancies, new jobs created or promotions shall conform to Civil Service procedures.

#### ARTICLE 9

##### NON-DISCRIMINATION

1. It is agreed that the parties hereto will continue their

practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex. No employee shall be discriminated against or interfered with because of Union activities.

## ARTICLE 10

### HOLIDAYS

1. The Employer agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

$\frac{1}{2}$ day before New Year's Day	Veterans Day
New Year's Day	Thanksgiving Day
Lincoln's Birthday	Friday after Thanksgiving
Washington's Birthday	Day
Good Friday	$\frac{1}{2}$ Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	Two (2) floating holidays
Labor Day	(to replace Martin Luther King Day & Columbus Day
1st Tuesday after 1st Monday in November when there are national & state elections	listed in contract expiring 12/31/80).

2. The dates for holidays shall be in accordance with a schedule established or approved by the Township Manager. Floating holidays may be scheduled on any work day during the year by employees, provided the department head is given notice at least twenty-four (24) hours in advance of the selected day.

3. Employees who work on any of the above holidays shall be paid for such work at two and one-half ( $2\frac{1}{2}$ ) times the employee's regular rate, which shall include the holiday pay.

4. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township Manager.

5. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation.

## ARTICLE 11

### VACATIONS

1. The Employer agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedule:

- A. Employees with less than one year of service shall receive one (1) paid vacation day for each month of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.
- B. Employees with one year or more of service shall receive twelve (12) days paid vacation for each year plus one (1) day per year after the first year to a maximum of fifteen (15) days.
- C. Employees with fifteen (15) years or more of service shall receive twenty (20) days paid vacation each year.

2. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, he shall be compensated for any accrued vacation time that may be due to him in accordance with the above schedule.

3. The vacation schedule shall be drafted by the Employer on or before April 1st of each year and posted on the Bulletin Board. In preparing the vacation schedule, the Employer shall endeavor to assign vacations on the basis of system-wide seniority of its employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Employer with due regard to its efficient operation.

4. Vacations shall be taken during the regular vacation period between April 1st and December 31st inclusive. Employees may

request that their vacation may be taken at a period other than the time set forth herein and the Employer will give fair consideration to such request. An employee must request a vacation seven (7) days in advance and such vacation shall not be unreasonably denied.

5. Vacation time may not be accumulated for a period past the vacation year without the written consent of the Township Manager. An unused vacation may be carried forward into the next succeeding year only.

#### ARTICLE 12

##### LEAVE OF ABSENCE

1. Upon making timely application, employees may apply to the Employer for a Leave of Absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. The reason for such request shall be made known to the Employer, and the Employer will give reasonable consideration to such application. A Leave of Absence in order to be valid must be obtained in writing and conform to Civil Service regulations.

#### ARTICLE 13

##### PAID SICK LEAVE

1. Fifteen (15) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year and shall be applied as per present practice.

2. Employees shall be entitled to one (1) paid day of absence for sickness in the immediate family, not to be accumulated from year to year.

3. Any unused sick days shall be forfeited by the employee upon termination of his employment, regardless of reason, except

retirement, in such case the Township of Aberdeen will pay employees one-half of their accumulative sick pay up to a maximum of \$7,500 upon death or retirement.

4. Should any employee in the bargaining unit not use any sick days during each contract year, they shall be granted two (2) additional paid personal days off during the next contract year.

5. Should any employee in the bargaining unit use three (3) paid sick days or less during each contract year, they shall be granted one (1) additional personal day with pay during the next contract year.

#### ARTICLE 14

##### BEREAVEMENT PAY

1. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family. Immediate Family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other relative living under the same roof.

2. Employees shall be granted one (1) day off with pay, to attend the funeral of any other relative.

#### ARTICLE 15

##### JURY DUTY

1. An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

## ARTICLE 16

### VETERANS RIGHTS AND BENEFITS

1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.
2. Reinstatement of veterans shall be upon application made within nineth (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training & Service Act, as amended.
3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.
4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.
5. Upon the return of an employee from Military Service, the employee shall displace the last employee hired.

## ARTICLE 17

### DISCHARGE

1. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject

to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge. The above shall conform with Civil Service procedures.

#### ARTICLE 18

##### GRIEVANCE PROCEDURE & ARBITRATION

1. Any difference or dispute between the Employer and the Union relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute which shall hereafter be referred to as "a grievance."

###### Step 1.

- (a) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Public Works Foreman.
- (b) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the designated representatives of the Employer and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

###### Step 2.

In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall be the

subject of a conference between the Union and the Township Manager.

Step 3.

In the event the grievance is not satisfactorily settled by the discussion in Step 2, within ten (10) days thereafter, then both parties agree that either party may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

2. The cost of arbitration shall be shared equally by the Employer and the Union.
3. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

ARTICLE 19

SAFETY & HEALTH

1. The Union pledges to encourage all members to use safety equipment and observe safety rules. The Township shall, at all times, endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees.
2. A Township representative and designated Union member shall meet periodically to discuss safety rules and health conditions

and recommend to the Township all the necessary provisions to insure the safe use and operation of all tools, equipment and work sites.

3. It shall be the responsibility of the Department of Public Works employees covered hereby to insure that all locker rooms, washrooms and dressing room facilities are maintained in a clean and healthy conditions.

#### ARTICLE 20

##### MISCELLANEOUS PROVISIONS

1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this agreement.

2. The Employer shall provide reasonable Bulletin Board space for the posting of Union notices to its members.

3. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit.

4. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

5. This agreement shall not prevent the employees of the Aberdeen Township Road, Water, Parks and Recreation Department, CETA and Buildings & Grounds employees from receiving any fringe benefits awarded the employees of Aberdeen Township, New Jersey by legislative action of the Aberdeen Council during the term of this agreement.

#### ARTICLE 21

##### COFFEE BREAK

1. Employees shall be granted a fifteen (15) minute coffee

break in the morning and a fifteen (15) minute coffee break in the afternoon without loss of pay.

## ARTICLE 22

### UNIFORMS

1. Following satisfactory completion of the probationary period, a newly hired employee shall be provided with the following initial uniform outlay at Township expense:

#### A. Summer Uniforms:

4 pairs of pants;  
4 short sleeved shirts;  
2 lightweight jackets.

#### B. Winter Uniforms:

4 pairs of pants;  
4 long sleeved shirts;  
1 heavy coat.

C. Two (2) pairs of safety working shoes at no cost to employee.

D. The Township will supply and maintain protective clothing needed for the job, such as hard hats, raingear, boots, work gloves, safety glasses, etc. Upon termination of employment, the employee shall return these items to the Director.

2. Employees shall be required to wear the uniforms during working hours and shall make every reasonable effort to maintain uniforms in good condition. All uniforms shall be inspected by the Director of Public Works from time to time to insure proper condition, cleanliness and uniformity. Each employee shall replace unsatisfactory clothing when required by the Director.

3. During each year of the contract, the Township agrees to:

#### A. Replace:

Two (2) winter or summer shirts;  
Two (2) winter or summer pants;  
Two (2) pairs of safety shoes for each employee each year of the contract.

B. Subject to the approval of the Director of Public Works, Township agrees to replace:

One (1) worn winter or summer jacket;  
One (1) pair of mechanic's coveralls each year.

C. This clause shall not apply during the first full calendar year of employment for employees hired after July 1st of the preceding year.

4. All employees shall receive a clothing maintenance allowance each year of the contract to cover the cost of cleaning and alterations to uniforms, including replacement. The allowance shall be paid on or before April 15th of each year of the contract as follows:

<u>1981</u>	<u>1982</u>	<u>1983</u>
\$200	\$225	\$250

Newly hired employees shall receive ten \$10) dollars per month maintenance allowance until the end of the first calendar year.

Upon resignation or termination, the employee shall return to the Township the pro-rated unused maintenance allowance.

5. The Township reserves the right to designate the supplier, type and color of uniforms.

#### ARTICLE 23

#### SUPPER PROVISION

1. All employees covered by the terms of this contract shall be entitled to a meal paid for by the Township when they are working ten (10) consecutive hours.

2. Employees shall eat said meals at a restaurant or restaurants designated by the Township Manager.

3. The maximum monies allowed for such meals are as follows:

	<u>1981</u>	<u>1982</u>	<u>1983</u>
Breakfast and/or lunch.....	\$5.25	\$5.50	\$6.00
Dinner (between 5-11 p.m.)...	6.00	6.50	7.00

4. Each employee shall sign a voucher for said meal or meals each time they eat, attaching a copy of the bill or check to the voucher as proof that the meal was consumed by said employee.

#### ARTICLE 24

##### PRESCRIPTION PLAN

1. Each employee in the bargaining unit shall be eligible to participate in a drug prescription insurance plan. The Township shall pay up to two (\$2.00) dollars per week per employee in payment of the premium for said insurance plan. Pursuant to the plan, the employee shall be obliged to pay the first \$1.00 of each prescription filled and the remaining cost shall be paid for by the prescription drug insurance plan.

#### ARTICLE 25

##### HEALTH, PENSION & WELFARE BENEFITS

1. The Employer shall continue the present Health Program providing Blue Cross and Blue Shield "750 plan or equal" coverage including Rider J for employees and eligible dependents with full premiums paid by the Employer.
2. Employer shall continue the present Major Medical plan for all employees and eligible dependents with full premiums paid by the Employer.
3. The Employer shall continue the present "Public Employees' Retirement Program: covering employees.
4. The Employer shall continue the present program of payment of premiums for Life Insurance for retirees.

5. The Employer shall continue the program of payment of premiums for disability income insurance presently in effect for the term January 1, 1981 through December 31, 1983.

## ARTICLE 26

### WAGES

1. Effective January 1, 1981, January 1, 1982 and January 1, 1983, employees covered by this agreement shall receive the following hourly wage rates:

#### ROAD DEPARTMENT

<u>PERSONNEL</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
<u>LABORERS:</u>			
Up to 1 year's service.....	\$6.69	\$7.22	\$7.80
1 to 2 year's service.....	6.81	7.34	7.92
2 to 3 year's service.....	6.93	7.46	8.04
3+ year's service.....	7.06	7.59	8.17
Equipment Operator.....	7.49	8.02	8.60
Mechanic.....	7.98	8.51	9.09
Welder.....	.50/hr.	.50/hr.	.50/hr.

#### WATER DEPARTMENT

Up to 1 year's service.....	\$6.69	\$7.22	\$7.80
1 to 2 year's service.....	6.81	7.34	7.92
2 to 3 year's service.....	6.93	7.46	8.04
3+ year's service.....	7.06	7.59	8.17
Asst. Water Plant Operator....	7.18	7.71	8.29

#### DEPARTMENT OF PARKS & RECREATION

##### PARKS MAINTENANCE WORKERS:

Up to 1 year's service.....	\$6.86	\$7.39	\$7.97
1 to 2 year's service.....	6.98	7.51	8.09
2 to 3 year's service.....	7.11	7.64	8.22
3+ year's service.....	7.21	7.74	8.32

2. The present practice of granting wage increases to reach the maximum shall continue.

3. Classification of Rates: Any employee who is directed by the Director of Public Works to perform work at a higher classification other than his certified permanent civil service position, shall be paid at the classification rate that exists in this

contract, provided however, that said employee shall be required to work a minimum of two hours on each workday to be eligible for payment. The Director shall keep proper records for payroll purposes and shall certify same to the Management and Treasurer for each pay period.

#### ARTICLE 27

##### LONGEVITY

1. The longevity payments shall be made according to the following schedule and paid no later than December 15th of each year.

	<u>1981</u>	<u>1982</u>	<u>1983</u>
5 years of continuous service....	\$300	\$400	\$500
10 " " " " ....	400	500	600
15 " " " " ....	500	600	700
20 " " " " ....	600	700	800
25 " " " " ....	700	800	900
30 or more years of continuous service.....	800	900	1,000

#### ARTICLE 28

##### STRIKES & LOCKOUTS

1. It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Employer operations. Employees, however, shall not be required to cross any primary picket line.

2. The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Employer operations unless the Union has authorized such a strike, cessation of work, slowdown, work stoppages or interference of any kind with Employer operations or participated

## ARTICLE 29

### MANAGEMENT RIGHTS

1. The Township of Aberdeen hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinance.

## ARTICLE 30

### EMPLOYEE TRAINING

1. The Township and the Teamsters Union Local 11 agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

2. The Teamsters Union Local 11 agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

- A. Keeping abreast of changes occurring in their occupation as provided to the Teamsters Union Local 11 by the Township.
- B. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay.
- C. Utilizing and sharing with fellow employees new skills acquired through training.

3. The Township Manager and the Director of Public Works will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

4. The Township Manager, Director of Public Works and the Teamsters Union Local 11 agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs, as required by management, shall include full reimbursement by the Township for approved courses which are completed by employees as part of employee training program.

## ARTICLE 31

### EMPLOYEE PERFORMANCE

1. The Teamsters Union Local 11 agree to support and cooperate with the Township of Aberdeen in improving employee performance. In furtherance thereof, the Teamsters Union Local No. 11 shall encourage all employees to:
  - A. Be in attendance and punctual for scheduled work hours;
  - B. Give such effort to their work as is consistent with the requirements thereof;
  - C. Avoid waste in the utilization of materials;
  - D. Maintain and improve levels of performance;
  - E. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
  - F. Assist, where possible, in building good-will between the Township of Aberdeen and the Teamsters Union Local 11 and the public at large.
2. The Teamsters Union Local 11 recognizes that it is the responsibility of the Township Manager and the Director of Public Works to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The Teamsters Union Local 11 pledges its cooperation in the attainment of such standards and methods.

## ARTICLE 32

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE 33

##### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1981 and shall remain in effect to and including December 31, 1983, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

All monies are retroactive to January 1, 1981.

TOWNSHIP OF ABERDEEN

LOCAL NO. 11, I.B.T.

BY:

Mayor

BY:

President

\_\_\_\_\_  
Township Manager

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Township Clerk

TEAMSTERS LOCAL #11  
BARGAINING COMMITTEE  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

It is agreed that the Agreement dated January 1, 1981 by and between TEAMSTERS LOCAL 11 and ABERDEEN TOWNSHIP shall include the employees of the Buildings & Grounds department and the following conditions.

1. The regular work day shall consist of eight and one half hours including a one half hour non-paid lunch period. Management shall have the right to schedule the start of the day shift at 7:00 a.m. or 8:00 a.m. or 9:00 a.m. It shall be the Management's decision as to whether or not there will be a night shift and when it shall start.
2. The hourly rate of pay during the first year of this agreement (1981) shall be six dollars and sixty nine cents (\$6.69) and seven dollars and thirty four cents (\$7.34) during the second year (1982) of this Agreement and seven dollars and ninety two cents (\$7.92) during the third year (1983).
3. Employees shall receive one (1) pair of work shoes during each year of this Agreement.
4. Employees shall be entitled to a minimum of two (2) hours call back pay when called back to work after completing their regular shift.
5. In all other respects the contract dated January 1, 1981 shall remain in full force and effect.

Apr 6 24 PM '81